UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SAN FRANCISCO BRANCH OFFICE
DIVISION OF JUDGES

UNITED STATES POSTAL SERVICE

and **Case 20-CA-31172**

AMERICAN POSTAL WORKERS UNION, AFL-CIO, SAN FRANCISCO LOCAL

Margaret Dietz, Esq., of San Francisco, California, appearing on behalf of the General Counsel

Peter W. Gallaudet, Esq., of New York, New York, and Larry F. Estrada, Esq., of San Francisco, California, appearing on behalf of United States Postal Service

Robert J. Williamson, president, of San Francisco, California, appearing on behalf of American Postal Workers Union, AFL-CIO, San Francisco Local

DECISION
BURTON LITVACK: ADMINISTRATIVE LAW JUDGE

Statement of the Case

The unfair labor practice charge in the above-captioned matter was filed by American Postal Workers Union, AFL-CIO, San Francisco Local, herein called the Union, on April 18, 2003. After investigating the said unfair labor practice charge, on June 30, 2003, the Regional Director of Region 20 of the National Labor Relations Board, herein called the Board, issued a complaint, alleging that United States Postal Service, herein called Respondent, had engaged in, and continues to engage in, acts and conduct violative of Section 8(a)(1) and (5) of the National Labor Relations Act, herein called the Act. Respondent timely filed an answer, essentially denying the commission of the alleged unfair labor practices. Pursuant to a notice of hearing, the above-captioned matter came to trial before the above-named administrative law judge on September 17 and November 6 and 7, 2003 in San Francisco, California. At the hearing, all parties were afforded the opportunity to call witnesses on their respective behalf, to examine and to cross-examine witnesses, to offer into the record all relevant evidence, to argue their legal positions orally, and to file post-hearing briefs. Said briefs were filed by counsel for the General Counsel and by counsel for Respondent, and each brief has been closely examined.[1] Accordingly, based upon the entire record herein, including the post-hearing briefs

[1] I grant counsel for the General Counsel's motion to correct the transcript; however, I shall

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and my observations of the demeanor, while testifying, of the several witnesses, I make the following:

FINDINGS OF FACT

I. Jurisdiction

Respondent provides postal services for the United States of America and operates various facilities throughout the United States in the performance of that function, including facilities in San Francisco, California. Respondent admits that the Board has jurisdiction over it and over the above-captioned matter by virtue of Section 1209 of the Postal Reorganization Act, herein called the PRA.

II. Labor Organizations and Agency

Respondent admits that, at all times material herein, the American Postal Workers Union, AFL-CIO (APWU) has been a labor organizations within the meaning of Section 2(5) of the Act; that the Union has been a labor organization within the meaning of Section 2(5) of the Act; and that the Union has been an agent of the APWU within the meaning of Section 2(13) of the Act.

III. The Issues

The complaint alleges that, on about October 8, 2002, in writing, the Union requested that Respondent furnish it with the clock rings (the totals of employees' hours for each pay period) for all PTF and casual employees in the San Francisco District, including both clerks and mail handler crafts, for pay period 21 of 2001 through pay period 21 of 2002; that, on about January 10, 2003, in writing, the Union requested that Respondent furnish it with the clock rings for all PTF and casual employees in the San Francisco District for pay periods 21 of 2001 to the present; and that the information, requested by the Union on each occasion was, and remains, necessary and relevant to the Union's performance of its duties as the agent of the American Postal Workers Union, the exclusive collective-bargaining representative of certain of Respondent's employees. The complaint further alleges that Respondent has engaged in acts and conduct violative of Section 8(a)(1) and (5) of the Act by, since October 10, 2002, failing and refusing to furnish to the Union the clock rings for pay period 21 of 2001 through pay period 12 of 2002 and by, from about October 10, 2002 through mid-June 2003, unreasonably delaying in furnishing to the Union the clock rings for pay period 13 of 2002 through pay period 12 of 2003.

IV. The Alleged Unfair Labor Practices

A. <u>The Facts</u>

The record establishes that Respondent's San Francisco, California District falls within the Pacific Area of its national organizational structure and encompasses a geographic area running north to the Oregon border, west to the Pacific Ocean, east to Highway 5, and south to Sunnyvale, California and that its administrative offices are located at 1300 Evans Street in San Francisco, which is the same location as Respondent's San Francisco Processing and

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not grant her request that I reconsider my ruling with regard to General Counsel's Exhibit No. 33.

Distribution Center (P&DC). The record further establishes that Respondent and the APWU have had a long-standing collective-bargaining relationship with the latter acting as the exclusive collective bargaining representative of Respondent's clerks, including distribution clerks, motor vehicle operators, and automotive mechanics, who are classified as either full time regulars, part-time employees assigned to regular schedules, and part-time employees assigned to flexible schedules (PTF's);[2] that, in representing distribution clerks within certain areas of Respondent's San Francisco District, the geographic jurisdiction of the Union, whose office is located at 150 Executive Park Boulevard in San Francisco, encompasses the city of San Francisco and extends to the San Francisco International Airport, which is located in South San Francisco;[3] that Respondent's facilities included in the Union's geographic representational jurisdiction include the P&DC, which is the former's main San Francisco facility, 40 smaller facilities in San Francisco, the Air Mail Center (AMC) at the airport, the International Service Center (ISC) in Daly City, the Priority Mail Annex (PMA) in Burlingame, and the General Services Administration (GSA) facility in San Mateo; and that, pursuant to the terms of the existing collective-bargaining agreement, the APWU has designated the Union to be its representative for the purposes of processing and arbitrating certain grievances and for bargaining over certain local issues involving unit employees employed at the above facilities. Scott Tucker, Respondent's district manager, is the highest-ranking management official in its San Francisco district, and Glenda Dunmore is the manager of the district's labor relations department, which is located in the P&DC. Dunmore reports to Harriet White, the manager of human resources for the San Francisco District, and the latter reports directly to Tucker. Reporting to Dunmore in the labor relations department are labor relations specialists and labor relations assistants, the latter of whom apparently perform clerical functions.

The genesis of the unfair labor practice allegations herein was the filing of a typewritten information request by shop steward Cindy Hwang on October 8, 2002. Hwang, who, at the time, was a tour 3[4] PTF employee for Respondent at its San Francisco P&DC, working in the priority mail unit, and who has been a member of the Union and an officer and a shop steward for several years, testified that her information request, which was addressed to her supervisor, Mike LaVerne, consisted of two parts. The first part was a two-page document, the first page being an information request form, bearing the heading, "Request for information & documents relative to processing a grievance" and specifying the following desired information: "clock rings (weekly total of hours) for all PTF and casual employees in the San Francisco District. Include both clerks and mail handler crafts. Above info. for pay periods 21 of 2001 through pay period

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[2] There is no dispute that so-called casual employees, who are temporary employees guaranteed no more than two hours a day, are not included in the APWU's bargaining unit. The parties' collective-bargaining agreement prohibits Respondent from utilizing casual employees "in lieu of" full time or part-time employees and requires that, when a PTF employee performs an assignment on a 40 hours per week schedule for six months, said assignment "shall" be converted into a full time position. In the latter circumstance, according to Cindy Hwang, a shop steward for the Union, the most senior PTF employee, who is working at one of the facilities within the Union's geographic jurisdiction, would be converted to full time status and be given the job.

[3] In these circumstances, it appears that the territorial jurisdiction of the Union is smaller than Respondent's entire San Francisco District and that, in such circumstances, the Union is not the representative of all clerks in the district.

[4] Apparently, Respondent's work shifts are designated as tours, and tour 3 is the swing shift at the P&DC.

21 of 2002."[5] According to Hwang, she typed in "weekly total of hours" in parentheses next to clock rings as "when I first requested this information, I wasn't quite sure what the document that I wanted was called, so I wanted [to] clarify that it wasn't actually clock rings, daily clock rings. That it was totals of weekly hours was what I was looking for." In this regard, the second page, with the word "sample," handwritten across it, contains a list of names, presumably employees of Respondent, and the total hours for each in consecutive pay periods.[6] Hwang attached this to the information request ". . . to make sure this format was what I was going to get and not the [actual] daily clock rings."[7] The second part of the information request was a nine page list of the clerk PTF's with their social security numbers,[8] which Hwang included ". . . so that [LaVerne] can get the information for me a little quicker if he had the names already given to him."[9] Hwang further testified that she took the two page information request and the list of names to the tour office, date stamped both documents, and left them for LaVerne in his "hold out."

Hwang testified with regard to the Union's underlying rationale and necessity for requesting the above information from Respondent. According to Hwang, ". . . the first one was we wanted to know if they were working PTF's 40 hours for more than six months straight so if we [found] that to be true, we could file conversion grievances."[10] In this regard, she added the

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[5] According to Glenda Dunmore, a clock ring is a document, recorded from an employee's time card, which shows any moves that the employee made during a work day, including the start of his or her tour, the employee's time out for lunch, the employee's time in from lunch, and the end of his or her tour for the day.

[6] According to Hwang, the Union had filed an information request, with Respondent's labor relations department, for the same type of information, which she requested on October 8, two years earlier and that the "sample" page was part of the information provided by the labor relations department. Specifically, Hwang identified Jean Kwan, a former labor relations employee, as the person, who had given the Union information in documents from which the "sample" was taken.

[7] In a pretrial affidavit, Hwang mentioned only the list of names as an attachment to her October 8 information request. She made no mention of the "sample" document.

[8] The clerk PTF employees, named on the document, were listed according to the pay location in which they worked. These were numbered 133 to 621, and, according to Hwang, "I believe most of them are in San Francisco, and there are a few around the outlying cities, like Burlingame or Daly City." She added that several pay locations may be in one facility. For example, the pay locations in the 100's, 200's and 300's are within the P&DC.

[9] Hwang pointed out that the list of names did not include all employees for whom the Union was requesting information. Asked how LaVerne would have known this, she replied, "This is just for PTF's. I was requesting also for casuals and mail handlers PTF's and casuals, which I did not have a list of." Asked if LaVerne was aware of the breadth of her request, Hwang said, "Right, I told him that."

There is no dispute that mail handlers are a separate craft and such employees are represented by another labor organization and covered by a separate collective-bargaining agreement.

[10] Hwang testified that "a conversion grievance is when you prove that there is a need for a full time position which, in turn, gets the most senior PTF converted to a full time regular employee." Hwang testified that the Union's seniority roster included employees at all of Respondent's facilities within its territorial jurisdiction and not just at the P&DC.

Union's shop stewards had been observing PTF's working 40 hours a week for almost six months, ". . . but what they [would] do [was] they [were cutting] your hours right prior to the six months so that you do not meet the conversion criteria." The second reason related to previous "in lieu of" grievances-- "We filed several grievances where casuals were working in lieu of PTF's which means casual employees were working hours that PTF's were able and willing to work. We've had problems for a long time where PTF's hours have been cut, and they are not working their full eight hours a day. We have several grievances and settlements where management is supposed to pay the PTF's up to 40 hours if the Union can show that casuals were working in lieu of PTF's."[11] A third reason for the requested information concerned grievance settlements which required that PTF's be paid for four months of work, and ". . . some complaints form our employees claiming that they didn't get paid. . . . We needed to check to make sure the pay adjustments that were made for those four months were correct." As to why the Union needed the time information for PTF and casual mail handlers, neither of whom are represented by the Union, Hwang, who conceded during cross-examination she did not need to know about mail handlers' hours in order to establish conversion instances, testified, "One reason is that the "Union's position is that causal employees are casuals. They are supplemental workforce. Whether they are mail handlers or clerks, they should not be working hours prior to giving PTF's their full eight hours in a day. The contract does not make a distinction between whether it is a casual clerk or casual mail handler." As to the mail handler PTF time information, Hwang explained, ". . . we also have what we call cross craft grievances where casual and PTF mail handlers are doing clerk work" and ". . . working jobs or duties that a PTF clerk should be working." While Hwang gave extensive testimony regarding the relevancy of the requested information, there is no record evidence that, at any time material herein, either she volunteered such relevancy explanations to Respondent or Respondent requested Hwang to justify the relevancy of her request for information.

Hwang testified that, between October 8, 2002 and the first week of January 2003, she heard nothing from Respondent regarding her information request. According to her, during this time period, she had, "at least three" conversations with LaVerne regarding the requested information.[12] The first occurred on the floor of the work area "about three weeks" after Hwang submitted her request, and she initiated the conversation. "I asked him when the information will be available, and he said he wasn't sure. He was trying to get it, and he would let me know when he had it available." The second conversation occurred two weeks later on the work floor. Hwang again asked when she would be given the information, and LaVerne said ". . . that he wasn't able to retrieve [it] due to the fact that it was several pay locations that he didn't have access to." The third conversation occurred about two weeks later when LaVerne advised Hwang he had sent her request to the labor relations department "because he couldn't get the information himself." With regard to all their conversations, Hwang specifically denied that LaVerne ever asked her to clarify her information request. Finally, Hwang was able to recall another conversation during which LaVerne said he would ask the individual, who handles Step 2 grievances, to help with obtaining the requested information.

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[11] General Counsel's Exhibit No. 36 establishes that, in 2001 and 2002, the Union and Respondent settled in excess of 25 "in lieu of" grievances, which required the Union to identity the affected PTF employees.

[12] Hwang testified that she did not believe that LaVerne would himself be able to locate and provide her with the requested information-- "Usually what supervisors do if they are not able to get it, they send it up to labor relations."

Respondent does not dispute that, between October 8 and early January, little, if anything, was done to comply with the Union's information request. In this regard, I initially note that there is no dispute that Respondent places responsibility for complying with the Union's requests for information upon its "station managers and supervisors." In this regard, Hwang testified that, in the past, the Union submitted all information requests to the labor relations department and that the latter fulfilled the requests. However, "then we started getting letters from the manager of labor relations stating that info requests are supposed to go straight to the supervisor." This policy was formalized in a memorandum, dated October 22, 2002, from Glenda Dunmore to all San Francisco District managers and supervisors, in which she stated that Respondent's station managers and supervisors were responsible for providing all relevant and necessary information to the Union. The document continues, "If the requested information is readily available, the supervisor should immediately provide the information to the Union," and, "if the requested information is not readily available, the Union will be notified, in writing, as to the expected availability of the information."

Michael LaVerne, the supervisor over distribution operations on tour 3 in the P&DC, testified that he is responsible for complying with the Union's information requests[13] and conceded that he received Hwang's October 8 grievance; however, he recalled that the information request consisted of only the request itself and an attached list of employees, for whom the Union required the information. Shown the "sample" page, which Hwang testified was attached to her request, and asked if he recognized it, LaVerne responded "No, I don't" and specifically denied that such was part of Hwang's request. In any event, according to LaVerne, upon receipt of Hwang's information request, "I read it over and I talked to Ms. Hwang about it that I would not be able to get this information."[14] LaVerne added that, for any information request, the Union must explain the nature of the allegation and that Hwang told him ". . . she was looking for two things: one, to see if the casuals were working more hours than the PTF's, and, also, to see if the PTF's were working enough hours to convert some of them to full time employees." LaVerne further testified that, after speaking to Hwang, on October 8 or the next day, he approached his superior, James Owens, the manager of distribution operations on tour 3, and told him he ". . . was going to send this information upstairs to labor relations because I did not have the means of getting this information." Within a few days, LaVerne did this, attaching a short, explanatory note to Hwang's information request.

Nadine Ward, an acting labor relations assistant for Respondent in its labor relations department, testified that her function is essentially a clerical one and that she has no responsibility with regard to the substance of information requests. As to what she does with the Union's information requests, Ward stated that her office receives copies of all such requests; that, on these, she stamps the date of receipt and places a log number and a "due date" for the information.[15] Ward then sends the information requests to the managers of the

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[13] According to him, information requests are ". . . always made to the immediate supervisor first."

[14] LaVerne testified he believed what the Union wanted were clock rings and stated that he could not obtain that information himself because "I do not have the power to. I can only get this information from my own pay location . . . ." However, he failed to give any explanation, and there is no evidence that LaVerne asked Hwang to specify exactly what she wanted, and he did not deny her testimony that she explained the breadth of her request.

[15] Ward stated that the due date is the date by which Respondent must provide the requested information to the Union. Once the information is given to the Union, the shop

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departments, which are supposed to respond to the said requests.[16] Ward identified the labor relations department's copy of Hwang's October 8 information request and confirmed that said request was received by the labor relations office on October 16[17] and that she placed a November 23 due date on the request form. Ward added that, upon receipt, she immediately returned the request to Rose McDowell, the manager of the tour 3 office. According to supervisor LaVerne, he heard nothing back from labor relations regarding Hwang's information request "until several weeks later" when "I came in one day to get my mail, and the request was in my mailbox."[18] He added that ". . . there was no note. I didn't know why they were sending it back to me." Apparently frustrated, he immediately returned the information request to the labor relations department as "I thought they made a mistake when they sent it back to me." LaVerne, who admitted that, prior to the return of the information request, Hwang asked him "once or twice' what was happening with her request and he could only reply it was in the labor relations department as he was unable to act upon it, testified that, after returning the information request to labor relations, he followed with a telephone call to Nadine Ward. "She told me that I had to get this information, and I told her I don't have the means of [doing so] . . . . She told me . . . I'm sending it back to you, you have to get this information for the Union."[19] Thereafter, "sometime in November," LaVerne received the retuned October 8 information request and went to speak to James Owens, his superior. Assertedlly, the latter informed LaVerne that ". . . he would try to help me, and he would ask somebody if they were able to get this information to me."[20] After this, according to LaVerne, he had three or four conversations with Hwang about her information request; however, she never stressed her need for the requested information.[21]

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steward and the manager sign a transfer record, and this document is sent to the labor relations office.

[16] In addition to retaining copies of the Union's information requests, Ward maintains a log book in which she notes the dates of each information request, the dates received, the due dates, and other pertinent dates.

[17] She testified it was a one-page document.

[18] Ward disputed LaVerne's account, stating "No" and that she sent the information request back to the tour 3 office immediately upon stamping it and noting the due date.

[19] Ward failed to corroborate LaVerne's testimony regarding their asserted telephone conversation and testified that Hwang's October 8 information request was a complicated one. She added that, inasmuch as she received nothing from Hwang or her supervisor indicating that the latter had given her the requested information, at some point subsequent to November 23, she wrote "second request" on a copy of the information request and sent it to Rose McDowell's office.

[20] Respondent failed to call Owens as a witness and offered no explanation for not doing so. Therefore, this aspect of LaVerne's testimony exists as uncorroborated hearsay, and I shall give no weight to it.

[21] LaVerne insisted that Hwang never demonstrated any urgency for receiving the requested information. "[S]he didn't drill me for it. She didn't bug me all the time for it." Nevertheless, he understood how important it was to transmit the information to the Union. "There was an urgency, and I went to the sources that are supposed to help me."

LaVerne insisted that Hwang never showed him the "sample" of the information, which she desired.

Three months having elapsed without Respondent complying with her October 8 information request, in January 2003, Cindy Hwang undertook three acts, designed to place pressure upon Respondent to provide her with the requested information. First, on or about January 7, 2003, she wrote a letter to LaVerne, stating that she had not yet received the requested information and that she had inquired "several times" as to when such would be provided, and reminding him that it was his responsibility to provide relevant information to the Union in a "timely" manner. She then wrote, "Please be advised that the Union will initiate a grievance if the requested information is not received ASAP." Hwang left this letter in LaVerne's mail slot in the tour office; however, it is undisputed that, as, commencing on January 8, LaVerne began a leave of absence from work in order to care for his ailing wife, he did not actually read the letter until his return to work in late January. Next, after becoming aware that LaVerne, who was nominally responsible for providing the Union with the requested information, would be unavailable for several weeks, on January 9, Hwang filed another information request. Addressing it to Lucy Velasquez, who acted as supervisor while LaVerne was away on leave, Hwang's request, although updated, essentially asked for the identical information, which she sought through her October 8, 2002 request-- "Clock rings (weekly total—see attached sample) for all PTF and casual employees in the S.F. District. Info for PP #21 of 2001 to present." According to Hwang, she attached to the information request form a second page, with the word "sample" handwritten across it, identical to that which she assertedly attached to her October 8 information request. Four days later, Velasquez replied, in writing, to Hwang's second information request, stating that ". . . it far exceeds the one hundred free pages as well as being out of my control to attain." She added that the request would be forwarded to the labor relations department and would take ". . . several hours if not days to process. There for [sic] this request will have to be assigned to someone with the authorization level that can process this request. I do not have access . . . ." There is no dispute that Hwang's January 10 information request was, in fact, sent to the labor relations department office. In this regard, Nadine Ward testified that she received it and an attachment, marked "sample," on January 20, believed it was a duplicate of Hwang's October 8 information request, and "I sent it to the tour office and let them know that this was the second request." Hwang's third action, designed to obtain the information, which she had requested, was the filing of a contractual grievance, involving Respondent's alleged failure to provide it, on January 9. "I knew that Mike LaVerne was on vacation, and this grievance was for [him], but since [Velasquez] was acting in his place . . . I told her that I would initiate the Step 1, and then I would speak to Mike LaVerne once he returned from his vacation."

When supervisor LaVerne returned to work in late January 2003, Hwang herself was away from work on vacation and not scheduled to return until February 9. During the interim, LaVerne, who, by that time, had read Hwang's January 7 letter, assertedly spoke to James Owens regarding locating the information, which had been requested by Hwang-- "I spoke to Mr. Owens about this, and he told me he had somebody working on it at that time."[22] Ten days later, Hwang and LaVerne met on the work floor to discuss her Step 1 grievance; however, as Hwang was about to embark on another vacation, lasting until early March, she told LaVerne she would speak to him about his decision on her grievance upon her return. According to LaVerne, immediately after this conversation, he again spoke to Owens with regard to Hwang's information requests, and Owens told him "he had some of the information already, but some of the computers went down and they weren't able to get the rest of the information for a few

[22] Once again, I note that this testimony is uncorroborated hearsay, and I shall accord it no weight.

days."[23] After she returned from her second vacation, Hwang and LaVerne finally met on March 4 regarding the substance of her grievance. According to the former, LaVerne ". . . didn't have the information available . . . . He stated that the delay was not his fault, and he did everything in his power to get the information, so he did not feel that he was at fault. . . ." The supervisor added that both requests were at the labor relations department and that, as he did not have access to it, ". . . he didn't know when [the information] would be available."[24] While not testifying as to the substance of this conversation, LaVerne corroborated Hwang that her requested information was not available by March 4.

Notwithstanding Michael LaVerne's hearsay testimony and contradicting him, Lelton Gibson, the tour 1 manager of distribution operations for Respondent at the P&DC, testified that it was not until sometime in February 2003 that James Owens approached him and ". . . asked if I can help him out with a problem . . . . He said he was having problems getting some information off a union request and if I can help him."[25] According to Gibson, the information, which Owens requested that he locate and retrieve, was Hwang's October 8, 2002 information request; in order to do so, "I would have to query the Data Keeper Computer System, which is maintained at the head office in Minneapolis, Minnesota;"[26] and, while he subsequently gained access to the Data Keeper records, "for that time period that they wanted, those reports weren't available." Therefore, he was required to write " a program, a little code," in order to query the Data Keeper database to obtain the information. Gibson further testified that, utilizing this computer code, he was successful in retrieving the requested information; however, "it took a couple of days because I was having problems . . . so I had to keep testing the program." Then, in the midst of downloading the information, ". . . we got hit with a computer virus . . . and my computer went out for a few days . . . the virus was over a week."[27] Once the virus was

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[23] I note that LaVerne's testimony is again uncorroborated hearsay and that, as will become clear, Respondent's own records contradicted the substance of it. Asked how often he spoke to James Owens regarding the information, requested by Hwang, LaVerne testified, "After I knew that somebody was working on it . . . probably at least once a week." Asked how often he spoke to Owens about the information prior to learning someone was working on it, LaVerne stated that it was only "a few days" after he gave the request to Owens that the latter told him an individual named Lelton Gibson was working on the problem-- "So, about at least once a week I would ask him about it."

[24] According to Hwang, the reason for the grievance was that, pursuant to the existing collective-bargaining agreement, there is ". . . a $25 penalty for every week that [the information request] was delayed."

[25] Previously, Gibson had been an operations support specialist, responsible for analyzing data, and a budget analyst, responsible for analyzing budget information. In the latter capacity, he had access to restricted information such as salaries, work hours, benefits, and "all kind of system information."

[26] According to Gibson, this system is a mainframe database, maintained.on tape, and to access it, one must log onto a computer and use a password to enter the system.

[27] Gibson testified that the virus ". . . was a computer virus that swept over the entire postal service . . . ;" it lasted ". . . over a week because I remember I had to make several calls to try to get my computer fixed." Respondent's records establish that a computer virus did, in fact, infect its computers at the P&DC and that the problem revealed itself on February 26 and was completely eradicated by March 15. However, there are no records, establishing when, during this time period, individual computers were cleansed of the virus.

overcome, Gibson, who denied working from a sample document showing the format in which the Union desired the information, downloaded and printed approximately 800 pages of information, covering the hours worked by each requested employee during pay periods 21 of 2001 through 21 of 2002, and placed the pile of records on James Owens' desk. While he believed the data, which he generated, was responsive to the information request, Gibson was concerned as he believed the Union actually wanted clock rings, covering work hours of all PTF's and casuals in the San Francisco district, and as such information could only be obtained from Respondent's time and attendance collection system (TACS), an internet-based time and attendance system. After being shown the Union's "sample" document, asked whether there was any difference in the information, which he generated and which is shown on the "sample" page, Gibson said "the only difference is the format . . . . It is basically the same."[28] Finally, asked how long it would have taken a knowledgeable analyst in Respondent's budget office, who writes queries for information on a regular basis, to download the information in the sample format, Gibson responded that such could be done "within an hour or two."

Dissatisfied with LaVerne's response to her grievance, Hwang filed for and obtained a Step 2 meeting on March 17 with Rose McDowell, who is the Step 2 designee for Respondent. According to Hwang, "I basically told her that I submitted an info request on October 8 to LaVerne and to that date, I have still not received the information. Basically, I told her he was giving me different excuses from the Labor Relations has it to [he] wasn't able to access the computer. He didn't have the access codes and that there was a virus in the computer system." At this, McDowell "kind of giggled" and said, while unwilling to pay the monetary penalty, she would try to obtain the information. On the same day, James Owens handed LaVerne the approximately 800 pages, which contained the information requested by Hwang. As he was required to do, LaVerne immediately calculated the cost to the Union of the massive number of pages and, according to him, sent the documents up to the labor relations department.[29] The next day, March 18, Hwang received Respondent's response to her Step 2 grievance. While denying the grievance, McDowell attached a note to the response, stating "The information was obtained and will be forwarded to Labor Relations to bill the union for copies and labor costs. The union will be notified by mail." Three days later, on March 21, LaVerne gave Hwang a handwritten note, which read "Information was given to me on Monday 3-17-03 and was turned in to Rose in the tour office. She told me she was sending info to Labor Relations, because the Union would be charged for this info. Info was delayed because of a virus to computer systems."[30]

There is no dispute that, notwithstanding the note attached to Respondent's response to the Step 2 grievance and LaVerne's March 17 note, in excess of two months passed by before Cindy Hwang actually went to Respondent's labor relations office in the P&DC on May 29 in

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[28] Gibson testified that "it would have taken a lot longer" for him to have done a query to obtain the information in the format, which is shown on the "sample" document.

[29] According to LaVerne, he ". . . gave it to the tour office to be sent to labor relations."

[30] The origin of this note is in dispute. According to Hwang, she asked LaVerne to write it ". . . to see if he could put down on paper what he told me was the reason for the delay in getting the information." In contrast, LaVerne testified that he gave the note to Hwang ". . . to let her know the information she requested was in Labor Relations and that there was a charge for it." During cross-examination, when asked to comment on Hwang's testimony, he stated, "She didn't ask me to write this note. She might have asked me to write a note about the virus."

order to examine the approximately 800 pages of documents.[31] According to Hwang, prior to this date, she made no effort to view the documents as it was the protocol and procedure between the parties that a shop steward or other Union official is not permitted to procure requested documents until Respondent presents the Union with a bill for the labor and copying charges involved in retrieving the requested information and the latter pays the amount of the bill[32] and as she did not receive the bill for the approximately 800 pages of information until the first or second week in May.[33] Regarding the asserted procedure, Hwang testified, "Usually what happens is Labor Relations sends out a cost, a breakdown of how much the union is going to be charged because I don't pay out of my pocket to go and pick up the information. Therefore, if it did go upstairs, I wouldn't be able to retrieve it anyway unless [Robert Williamson, the president of the Union] got the notice and he was willing to pay whoever to get the information." She added that it is the "responsibility" of Respondent to initially bill the Union and that, normally, the bill goes directly to the Union's president as he is required to authorize payment of a bill for information. Respondent's witnesses corroborated this protocol. Thus, asked if Hwang's practice is to refrain from viewing requested information until she receives a bill for any charges, supervisor LaVerne testified, "As far as my understanding goes, she doesn't get to review it until she pays for it. I might be wrong . . . but that is my understanding." Likewise, asked by me if she requires payment for any charges prior to giving requested information to the Union, Nadine Ward replied, "Yes." Also, Glenda Dunmore testified that, if of a sufficient quantity,[34] requested documents must be sent to labor relations office by supervisors, and, then, the Union must pay any charges prior to being given the documents.[35]

As to when and how she received Respondent's billing notice, General Counsel's Exhibits Nos. 15(a) and 15(b), Hwang testified that "I got [these] on the working floor from Mr. LaVerne" approximately "two to three weeks prior to May 29" and that "he didn't really say much, he just handed it to me and said this is for you." Contrary to Hwang, LaVerne insisted that Hwang was given the billing in March. Thus, while, in response to leading questions during direct examination by counsel, LaVerne testified he authorized that General Counsel's Exhibits Nos. 15(a)[36] and 15(b) be sent to Hwang, during cross-examination, he testified that "whatever

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[31] The Union filed the unfair labor practice charge in this matter on April 8.

[32] During cross-examination, Hwang admitted knowing, since March, that the information, which she had requested five months earlier, was in the labor relations office and that she was anxious to obtain it.

[33] The bill, a letter and an attached routing slip, is in the record as General Counsel's Exhibits Nos.15(a) and 15(b). The former, a letter, dated March 24, ostensibly from LaVerne to Hwang and addressed to the latter at the Union's office, reads, in part, "This letter will acknowledge receipt of your request for information, dated October 8, 2002. However, because there was additional costs incurred in obtaining the information, the information you requested is being forwarded to the Labor Relations Department." The second part of the document, a routing slip, sets forth the calculation of the cost and the charge-- $156.84.

[34] According to Dunmore, supervisors may give small amounts of information directly to the Union's shop stewards.

[35] A document corroborates the procedure. Thus the disputed Respondent's Exhibit No. 10, a July 1 letter from Dunmore to Hwang, is a bill for Hwang's requested information and states, "Please pay the amount at the finance window and give the original receipt to Labor Relations Office to retrieve the above information."

[36] LaVerne admitted that his name appears on the document but denied that it was his

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date is on the letter is the time I gave it to her." He then reiterated his recollection was that he hand-delivered the billing to Hwang either on the date on General Counsel's Exhibit No. 15(a) or on the next day and that the tour office merely "sent" copies of both documents to the Union's office.[37] There is apparent corroboration in the record that Hwang was not given the bill for the documents until sometime in May. Thus, Nadine Ward testified, during direct examination, that the information, pursuant to Hwang's October 8, 2002 information request, was not generated until "May" when "a big bundle came from the tour office," and accompanying it ". . . was my log and also the amount that needed to be paid in order for the Union to receive it."[38] Later, she twice reiterated that the information and the billing arrived in the labor relations office "sometime in May" and in "the middle" of May--"It was sent in an inner office envelope" by "someone from tour 3, I assume."

While Hwang's failure to go the labor relations office through late March and the entire month of April may have been reasonable, she admitted receiving Respondent's bill in early May but continuing to make no effort to view the documents. In this regard, Hwang testified that she reviewed the bill with Union president Williamson , who ". . . had some concerns about the cost, how it was computed" and he ". . . did not feel like that was a price that he wanted to pay at the time." In any event, after receiving a letter from a Board attorney, inquiring as to whether the Union had ever viewed the requested information, Hwang finally made arrangements to go to the labor relations office on May 29. On that day, when she arrived at the labor relations office, Hwang discovered that Nadine Ward was on vacation and that the clerk, who was on duty, ". . . didn't know anything about the info request, she just went to Nadine's desk and found . . . two piles" of documents. Seeing what appeared, to her, to be an excessive number of pages, Hwang expressed her reluctance to pay for so much material and asked permission to examine the documents first. The clerk permitted her to do so, and Hwang observed that they were not in the format of the "sample" page, which she had assertedly attached to the October 8, 2002 information request and had attached to the January 10, 2003 request. According to Hwang, "I actually didn't flip through all the pages. I just looked on the first page, and maybe I flipped through a couple of pages at the most just to see what it was. I didn't see if it included all the pay periods or how far the pay locations went." Thereupon, Hwang left a note[39] for Ward and departed without paying for or taking the 800 pages of documents.

Shortly thereafter, Ward returned from vacation, read Hwang's note, and showed it to Glenda Dunmore. The latter, who, until then, had not been involved with either information request, ". . . took it upon myself to go to personnel in our finance office to find out how we could

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signature. During cross-examination, he stated that someone in the tour office drafted and typed the letter for him and someone signed for him.

[37] Hwang denied receiving General Counsel's Exhibits Nos. 15(a) and 15(b) in the mail at the Union's office. There is no notation on either document that it was to be hand-delivered to Hwang, and Respondent failed to offer any evidence that either document was deposited in the mail.

[38] She believed this was responsive to both the October and January information requests as "it's the same exact request."

[39] The note stated, "I've reviewed the info . . . and the info is correct but the format is using more paper (pages) than required. Also, I would like a breakdown of how the # of hrs. is calculated for the cost of labor & why a supervisor . . . is being used. I will be meeting with the NLRB tomorrow and will let you know the info format is wrong."

get the information they were requesting."[40] "At that time," according to Dunmore, "I talked to Kim Chew . . . in finance to find out if the information could be provided in a different form." While Dunmore insisted she was the one who went to the finance office, Kim Chew, who, at the time, was a budget analyst in the latter department, testified that, in "early June," a supervisor from the mail processing unit approached her with an information request, which Chew identified as Hwang's January 10 information request, and ". . . asked me to produce a report. There was a sample attached to the request and asked if that was something I could produce from my office, and I said yes." While the information request was, according to Chew, in terms of clock rings,[41] from the sample page, it seemed evident that the Union actually was interested in "pay period hours" for the 26 pay period hours preceding that date. Chew identified General Counsel's Exhibits Nos. 16(a) and 16(b) as the reports, which she generated from Respondent's Data Keeper database in accord with the sample attached to the information request. According to Kim Chew, "I had to write a query in the focus language which is a language that is used in the database in order to generate reports," and the time required was "about an hour" to prepare the query and print out the material. Finally, Chew testified that she was unable to go back further than 26 pay periods as "the database holds only 26 pay periods at any one point in time. . . ."[42]

Dunmore obtained the material, which was now in the format requested by Hwang, from Chew and brought it to the labor relations office where it would be made available to Hwang. According to the latter, on the Friday prior to June 19, ". . . Mike LaVerne approached me at work. I believe it was when I first clocked in. He told me that Nadine Ward called him and that she wanted me to set up an appointment to get the information." Hwang arranged an appointment for June 19 and, on that day, at approximately 4:00pm met with Ward in the labor relations department office. "I went by myself, Nadine Ward was there. She had the information for me." Asked if the information was all that she had requested, Hwang replied, "No. . . . I looked at the documents. It was missing pay periods prior to . . . pay period 12 of 2002."[43] Also, she asked Ward if the information covered all facilities,[44] and Ward replied that the information covered just pay units at the P&DC. Ward told Hwang that there would be no charge for the documents, and the latter took them, signing a receipt, on which she wrote only that some requested pay periods were missing. Ward testified that, when Hwang came to the labor relations department office on June 19, "I told her that the information that we have is pay

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[40] Apparently, the finance office is located across the hall from the labor relations office.

[41] She understood the Union wanted the material ". . . for the PTF's and casuals for employees of the entire district."

[42] She added that, to go back further "there are other databases . . . but you wouldn't be able to write a query to do a report such as what [the Union] wanted," for it would have been "very time consuming."

[43] According to Hwang, the pay periods covered by the documents were period 13 of 2002 through pay period 12 of 2003. Missing was information pertaining to pay period 21 of 2001 through pay period 12 of 2002.

[44] Hwang testified that she noticed pay locations above 700 were missing, but when asked if she had only requested pay locations through the 600's, Hwang replied, "Yeah, I did, and I wasn't sure if that was supposed to be included, so I just left it at that, that I received it and there was just pay periods missing." In fact, it was not until early November 2003, in the week before the resumption of the hearing on November 5, that Union president Williamson told Hwang that employees in pay locations at the ISC were missing from the information, which the latter obtained on June 19.

period 11 to the present, that would be up until June, because we couldn't go back no more than 26 pay periods." Hwang replied that she continued to require the earlier information but voiced no other objection.

Shortly thereafter, aware that the information, which she provided to Hwang did not include earlier pay periods and aware that such could not be retrieved from the Data Keeper database,[45] Dunmore approached Ricky Lee, Respondent's TACS coordinator, Lee was able to provide the hours information for the missing pay periods, but "it was a different format but it basically had the same . . . information that they were requesting. Se we provided them what we had and said we were still attempting to reconstruct the information from 2001." In this regard, while Lee was compiling the requested material, Dunmore mailed to Hwang at the Union's office a letter, dated June 25, 2003, which Hwang acknowledged receiving. In her letter, Dunmore wrote that Respondent was attempting to "reconstruct" the information, which Hwang had requested for 2001, but that it could only go back 26 pay periods in the format, which Hwang had "requested on October 8, 2002 with a specific sample . . . ." Concluding, she wrote, "At this time I can not specifically state when the additional information can be provided. When I have ascertained a date and time when you can receive this information, Nadine Ward . . . will contact you." On or about July 1, Lee delivered the information, consisting of 2,785 pages and pertaining to pay periods 21 of 2001 through 12 of 2002,[46] to Dunmore, and the latter wrote a letter to Hwang, which was dated July 1, 2003 and addressed to the latter at the Union's office. Said letter, which referenced Hwang's October 8 information request, stated that "the information you requested is available for pick-up at the Labor Relations Unit" and that the charge would be $455.55 for approximately 2800 pages. Dunmore testified that she directed Ward to mail the letter, and the latter testified that she deposited the letter in a mailbox at the P&DC "because I was told to put the address on here and to send it to the Union's office."

Both Hwang and Williamson specifically denied ever receiving Dunmore's above-described July 1 letter, and corroborated each other that neither became aware of the existence of the information, which Dunmore assertedly described in her letter, until October 31, 2003.[47] Respondent's co-counsel, Larry Estrada, testified that, on October 24, 2003, he sent a letter to counsel for the General Counsel, advising her that the information, which had been made available to the Union on July 1, was now in his office. Thereupon, counsel for the General Counsel advised Union officials that the information was in Estrada's office, and, on October 31,

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[45] In its position statements to Region 20, Respondent raised several explanations for its "unavoidable" delay in providing the requested information to the Union including ". . . the computer system being changed, viruses affecting the system causing system shutdowns for weeks at a time and Ms. Hwang's voluminous request . . . ." Also, Respondent asserted that it "did confuse" Hwang's October 8 information request with another information request.

[46] According to Dunmore, what was contained in General Counsel's Exhibit No. 27 were the clock rings, or a "daily hours report," for all the individuals for whom the Union requested information, for the missing pay periods. The clock rings showed the hours worked each day and the hours worked each week during the pay periods. Dunmore added that the difference between the information, which was available on July 1, and the information, which was provided on June 19, is that the former information was more precise as, rather than for two-week periods, it showed the total hours for each week.

[47] Notwithstanding her avowed interest in the material and her admitted receipt of Dunmore's June 25 letter, there is no evidence that, between June 25 and October 31, Hwang made any effort to ascertain whether Respondent had compiled the information.

Hwang, Williamson, and another Union official, Alfredo Detangel, went Estrada's office in order to examine the documents, which, the latter said, contained the hours information missing from what had been provided to the Union on June 19. According to Hwang, her initial examination of two stacks of documents, consisting of in excess of 2,000 pages, disclosed that, while the documents purportedly showed the weekly hours for all PTF and casual employees, including any night differentials, overtime, and Sunday premiums, they were "not the same" as she viewed in May, not in the same format as the documents, which she received in June, and extremely difficult "to decipher." She added that Estrada was not able to explain the various codes used on the documents-- ". . . we asked [Estrada] for the codes on what they meant," and "he said he was interested in knowing that also . . . . " Further, according to Hwang, Williamson ". . . said that it looks like there were some installations missing," including "all the smaller post offices that are within San Francisco, like the windows areas and different stations." Eventually, the Union officials took the documents, signing a receipt on which Williamson noted possible missing locations. Williamson testified with regard to two problems concerning the documents. First, he believed that not all of the required facilities were included, specifying "the finance number 056786, which covers the San Francisco Post Office and miscellaneous district operations." Second, while he believed he would have been able to "decipher" everything, he was not certain as the Union officials were "speculating" as to the meaning of several codes, which appear on the documents, and Estrada ". . . didn't know what they meant either. We asked him if he could provide us with an explanation of all the codes on the document, and he said he would."[48] Williamson added that he had never seen the type of documents, which he viewed on October 31, and, even assuming the documents contained all the information, which the Union had requested, he denied the 2,000 pages were responsive to the Union's request ". . . because one of the issues we were discussing was how we were going to then try to put this together into some sort of data base that we could use to . . . chart out in terms of work hours" and what Respondent gave to them would have required " a lot of work . . . ."

B. Legal Analysis and Findings

There is no dispute as to the applicable legal principles. Thus, it has long been established Board law that, generally, an employer is under a statutory obligation to provide information, on request, to a labor organization, which is the collective-bargaining representative of the employer's employees, if there is a probability that the information is necessary and relevant for the proper performance of the labor organization's duties in representing the bargaining unit employees. NLRB v. Acme Industrial Co., 385 U.S. 432 (1967); NLRB v. Truitt Mfg. Co., 351 U.S. 149 (1956); Sands Hotel & Casino, 324 NLRB 1101, 1109 (1997); Aerospace Corp., 314 NLRB 100, 103 (1994). This duty to provide information encompasses not only material necessary and relevant for the purpose of contract negotiations but also information necessary for effects bargaining and for the administration of a collective-bargaining agreement, including information required by the labor organization to process a grievance. Acme Industrial, supra; Postal Service, 337 NLRB 820, 822 (2002); Sands Hotel, supra; Bacardi Corp., 296 NLRB 1220 (1989); Challenge-Cook Bros., 282 NLRB 21,28 (1986). The standard for relevancy is a "`liberal discovery-type standard,'" and the sought-after evidence need not be necessarily dispositive of the issue between the parties but, rather, only of some bearing upon it and of probable use to the labor organization in carrying out its statutory responsibilities. Postal Service, supra; Aerospace Corp., supra; Bacardi Corp., supra; Pfizer, Inc., 268 NLRB 916

[48] Apparently, such a document may have been provided to the Union subsequent to the close of the hearing, but there is no basis in the record to make such a finding.

(1984).[49] In this regard, in the case of a possible grievance, the Board does not pass upon the merits, and the labor organization is not required to demonstrate that the information is accurate, nonhearsay, or even, ultimately reliable. Postal Service, supra. "The Union is entitled to the information in order to determine whether it should exercise its representative function in the pending matter, that is, whether the information will warrant further processing of the grievance or bargaining about the disputed mater." Ohio Power Co., 216 NLRB 987, 991 (1975), enfd. 531 F.2d 1381 (6th Cir. 1976). Further, necessity is not a guideline itself but, rather, is directly related to relevancy, and only the probability that the requested information will be of use to the labor organization need be established. Bacardi Corp.. Moreover, information, which concerns the terms and conditions of employment of the bargaining unit employees is deemed "so intrinsic to the core of the employer-employee relationship" that such is held to be presumptively relevant. Sands Hotel, supra; Aerospace Corp., supra; York International Corp., 290 NLRB 438 (1988), quoting Southwestern Bell Telephone Co., 173 NLRB 172 (1968). When material is presumptively relevant, the burden shifts to the respondent to establish a lack of relevance. Newspaper Guild Local 95 (San Diego) v. NLRB, 548 F. 2d 863, 867 (9th Cir. 1977). However, information, which does not concern the terms and conditions of employment of bargaining unit employees, is not presumptively relevant, and the labor organization "must therefore demonstrate the relevance of such information." Maple View Manor, Inc., 320 NLRB 1149 at n. 2 (1996); Miami Rivet of Puerto Rico, 318 NLRB 769 (1995). "A [labor organization] has satisfied its burden when it demonstrates a reasonable belief supported by objective evidence for requesting the information." Shoppers Food Warehouse, 315 NLRB 358, 359 (1994); United States Postal Service, 310 NLRB 391 (1993); Knappton Maritime Corp., 292 NLRB 336 (1988). In addition to an employer's duty under the Act to provide necessary and relevant information to a labor organization, "an unreasonable delay in furnishing such information is as much a violation of the Act as a refusal to furnish the information at all." Postal Service, 332 NLRB 635, 640 (2000); Valley Inventory Service, 295 NLRB 1163, 1166 (1989). In Allegheny Power, 339 NLRB No. 77 at slip. op. 3 (July 11, 2003), the Board held that, for determining whether an employer has unlawfully delayed in responding to an information request, it will consider ". . . the totality of the circumstances surrounding the incident." Noting that the concept of unreasonable delay is not susceptible of a *per* se rule, the Board holds that, "what is required, by the employer, is a good faith effort to respond to the request as promptly as circumstances allow." Id; Good Life Beverage Co., 312 NLRB 1060, 1062 at n. 9 (1993). Further, in evaluating the promptness of the employer's response, the Board will consider ". . . the complexity and extent of information sought, its availability, and the difficulty in retrieving the information." Allegheny Power, supra; Samaritan Medical Center, 319 NLRB 392, 398 (1995); Postal Service, 308 NLRB 547 (1992).

At the outset, the Union's combined October 8, 2002 and January 10, 2003 information requests were for the clock rings (the totals of employees' hours for each pay period) for all of Respondent's PTF and casual employees, including both clerks and mail handler crafts, in its San Francisco District for pay period 21 of 2001 through the present. While never previously raising the issue to the Union, in answering the complaint, as an affirmative defense, Respondent's counsel asserted that the said information was "neither relevant nor necessary to the Union's bargaining responsibilities" and, in their post-hearing brief, specifically argued that

[49] Notwithstanding that a labor organization's request for information may be overly broad, to the extent that said request seeks relevant information, the employer must comply with a request for said information as if it were the sole subject of the request and the fact of an overly broad request is no excuse for failure to comply. Westwood Import Company, Inc., 251 NLRB 1213, 1227 (1980).

Respondent had no obligation to provide information related to PTF clerks working outside the territorial jurisdiction of the Union, casual clerks working outside the P&DC, PTF and casual mail handlers working anywhere in the San Francisco District. In these regards, Respondent does not dispute that information, pertaining to the working hours of bargaining unit employees, is, of course, presumptively relevant. MEMC Electronic Materials, Inc., 338 NLRB No. 142 (2003). Further, Cindy Hwang was uncontroverted, and, contrary to Respondent's counsel, she demonstrated the necessity and relevancy of certain portions of the requested weekly hours of work information to the Union's bargaining responsibilities. Thus, the Union required the hours of APWU bargaining unit PTF employees in order for it to determine whether any had been working 40 or more hours a week for periods of six months or more. If so, the Union would have evidentiary support for filing so-called conversion grievances in order to attempt to gain full time status for said employees. Respondent conceded the relevancy of the information, regarding the PTF clerks at the San Francisco P&DC, and Hwang was uncontroverted that the Union's seniority roster encompasses mail clerks working not only at the P&DC but also at all Respondent's facilities within its territorial jurisdiction. However, I agree with counsel for Respondent that Hwang failed to explain the relevancy of information pertaining to PTF clerks within Respondent's San Francisco District but outside its territorial jurisdiction. For example, there is no record evidence to suggest that the Union may file conversion grievances on behalf of clerks working at Respondent's facilities near the Oregon border. Next, Hwang testified without contradiction, the Union had filed several grievances, in which the settlements required that bargaining unit clerks be paid for four months of work. Several had complained that they had not been paid, and the Union required the hours information ". . . to check to make sure the pay adjustments that were made for those four months were correct."

Moreover, according to Hwang, the Union required the weekly hours of work information for several so-called "in lieu of" grievances, which had been settled and which involved the Union's allegations that casual employees were working hours in lieu of APWU bargaining unit PTF's within the Union's territorial jurisdiction. The grievance settlements provided that, if the Union was able to establish that Respondent had, in fact, diverted work, which should have been assigned to qualified and available PTF clerks working at Respondent's facilities within its territorial jurisdiction, to casual employees at said facilities,[50] Respondent would be required to pay to the senior PTF clerks, who were qualified and available, up to 40 hours a week. Respondent concedes the relevance of hours information for PTF and casual employees at the P&DC to the Union for the above purpose, and, as above, I note that the latter's seniority roster only encompasses clerks within its territorial jurisdiction. Hwang offered no explanation of the relevancy of the information as it pertained to casuals, who performed work which should have been assigned to PTF clerks working outside the Union's territorial jurisdiction. Finally, with regard to PTF mail handler craft employees,[51] at the trial, Hwang explained that the Union files so-called cross craft grievances, regarding Respondent's alleged assignment to said employees of jobs or duties, which should have been assigned to PTF clerks. According to her, the hours information, pertaining to PTF mail handlers, was necessary to establish whether such assignments were, in fact, being made in order to assess potential such grievances. However, while there may be relevance to this information, as, on the surface, the requested weekly hours information for PTF mail handlers involved employees outside the APWU bargaining unit, I do not think that the relevancy of such would have been readily apparent to Respondent. In such

[50] Hwang was uncontroverted that the APWU collective-bargaining agreement does not make a distinction between casual clerks and casual mail handlers.

[51] I note that Respondent did, in fact, provide information, pertaining to mail handlers, to the Union and that counsel assert such was done "as a measure of good faith."

circumstances, I believe, a "precise demonstration of relevance" by a labor organization would be required in order to establish an employer's obligation to provide requested information to it, and, as there is no record evidence that Hwang ever offered any explanation of the necessity or relevancy of the weekly hours for PTF mail handlers information to Respondent, the latter was not obligated to provide such information to the Union. Island Creek Coal Co., 292 NLRB 480, 490 (1989). Based upon the foregoing, I find that, as the weekly hours data for all PTF clerks and casual employees, who worked at Respondent's facilities within the Union's territorial jurisdiction, which information the Union sought through Hwang's information requests, pertained to bargaining unit employees' terms and conditions of employment and was necessary to support existing and potential grievances on behalf of bargaining unit employees, Respondent was obligated to provide it to the Union. Doubarn Sheet Metal, Inc., 243 NLRB 821, 823 (1979). Moreover, while the Union's requests may have been overly broad in seeking working hours data, concerning PTF clerk and casual employees who worked outside the Union's territorial jurisdiction, and while Respondent was not obligated to provide irrelevant information, concerning PTF mail handlers, to the Union, such did not vitiate Respondent's obligation to comply with the relevant portions of Hwang's two information requests. Westwood Import Company, Inc., supra.

The complaint alleges two violations of Section 8(a)(1) and (5) of the Act. On June 19, 2003, Respondent provided the Union with totals of employees' working hours information for pay periods 13 of 2002 through 12 of 2003, and the General Counsel alleges that, from October 8, 2002 through June 19, 2003, Respondent unlawfully "unreasonably delayed" in providing the above-described information to the Union. As a prerequisite to analysis of the complaint allegation, I must resolve the comparative credibility of the witnesses. In this regard, notwithstanding my skepticism regarding her denials of receipt of Respondent's March 24 and July 1, 2003 letters, Cindy Hwang's demeanor, while testifying, was that of a generally trustworthy witness; while her supervisor, Mike LaVerne, whose testimony was contradicted by another witness, Nadine Ward, regarding the handling of Hwang's initial information request, and was internally inconsistent, concerning the events surrounding Hwang's information requests and his delivery of the disputed March 24 letter to Hwang, appeared to be a disingenuous witness. In comparison, I found Hwang to have been the more veracious witness and shall credit her version of events over that of LaVerne. Likewise, Hwang appeared to be more reliable than Nadine Ward, who impressed me as being an uncomfortable witness and incommodiously inconsistent, regarding the date of delivery of the initial batch of documents, responsive to Hwang's information requests, to Respondent's labor relations department office.

Based upon the foregoing credibility resolutions, especially noting the hearsay, contradictory, inconsistent, and uncorroborated nature of portions of Mike LaVerne's testimony, and the record as a whole, I find that, on October 8, 2002, the Union filed its initial information request and that, from said date through January 7, 2003, Respondent engaged in little, if any, discernable effort to retrieve and provide the requested information to Cindy Hwang. In this regard, noting that her testimony was corroborated by Glenda Dunmore's June 25, 2003 letter to the Union, I find that Hwang attached a sample page, which contained the format in which the Union desired the requested information, to the October 8 information request and that she explained, to LaVerne, the extent of the information, which the Union was requesting. Further, I believe that, during those three months, the information request became ensnared in a bureaucratic never-never land, bouncing, like a ping pong ball, between Respondent's labor relations office, which had provided identical information, in the desired format, to the Union two years earlier, and its tour 3 office at the P&DC; that, as the record makes stunningly and manifestly certain, with initiative and ingenuity, the requested information should have been retrieved and/or reconstructed for the Union, in the requested format, in no more than an hour or two; that, when eventually compelled to act, Mike LaVerne, whose apparent desire was to

evade responsibility for obtaining and providing the requested information and who professed being incapable of retrieving it, instead elected to do nothing; and that, when confronted by Hwang regarding the status of the Union's information request, LaVerne became evasive, placating the former with excuses. In the latter regard, noting the hearsay and uncorroborated nature of his testimony, I do not believe that, during the above time period, LaVerne ever spoke to his superior, James Owens, regarding obtaining help with the Union's information request. I further find that, in late January or early February 2003, only after Hwang had acted to constrain Respondent to comply with the Union's information request by writing a letter to LaVerne, in which she threatened to file a contractual grievance unless he provided the requested information, by, on January 10, filing another, updated request for the same information, and by filing a contractual grievance regarding Respondent's inaction on the October 8 information request, did LaVerne feel compelled to act upon the Union's information requests and to request help from Owens. That this is true is seen from the fact that, according to Lelton Gibson, Owens did not approach him until sometime in February 2003, seeking help with retrieving the working hours information, which the Union had requested.[52] Next, I find that, due to difficulty in utilizing the program, which he created to download the requested information[53] from Respondent's Data Keeper database and a computer virus, which infected Respondent's computers at the P&DC for 17 days, Gibson was unable to retrieve all the said information until mid-March, delivering it, contained in approximately 800 pages, to LaVerne on or about March 17.

Further, I find that, within the next four days, Cindy Hwang received two documents from Respondent, one Rose McDowell's answer to the former's Step 2 grievance and the other, a note from LaVerne, informing her that the Union's requested information was available in the labor relations office; that; two months later, on May 29, Hwang went to the labor relations department office in order to examine the documents, which contained the requested information but were not in the format desired by the Union; and that, upon examining the documents, Hwang refused to pay for them and left Nadine Ward a note, stating the documents were not in the format which she had requested. Based upon the testimony of Hwang and the respective testimony of Glenda Dunmore and Kim Chew, each of whom appeared to be a forthright witness and upon whom I shall rely, I next find that Ward subsequently showed Hwang's note to Dunmore; that the latter thereafter approached Chew with regard to retrieving the requested information in the Union's desired format; that, utilizing the Data Keeper computer system, Chew was able to retrieve the information, with the exception of the data from pay period 21 in 2001 through pay period 12 in 2002,[54] in the format desired by the Union; and that she was able to easily accomplish her task in no more time than "about an hour."[55] Finally, in

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[52] Also, LaVerne's contradictory testimony lends credence to my conclusion. Thus, he initially testified that Owens, whom Respondent failed to call as a witness, told him, in November, he would ask someone to help retrieve the information but later testified that, only "a few days" after he made his request for help to Owens, the latter told him Gibson was working on the problem.

[53] I credit Gibson, who appeared to be a disinterested and candid witness that the sample page, which was attached to both of the Union's information requests and which contained the format in which the latter desired the information, was not attached to the information request, which was given to him by James Owens. I shall not speculate as to why it was not attached.

[54] I specifically credit Chew that she was unable to go back any further than the most recent 26 pay periods as ". . . the data base holds only 26 pay periods at any one point in time."

[55] Respondent failed to explain why no supervisor or manager approached Chew in

Continued

these regards, I find that Hwang viewed the documents, in the correct format, on June 19 and immediately observed the requested information for pay periods prior to pay period 12 of 2002 was missing; that she asked Ward if the information covered employees at all facilities and Ward replied the information was limited to the weekly hours of employees at the P&DC; and that, after signing a receipt on which she noted only that some pay periods were missing, Hwang took the documents.

I note that, as of March 17, 2003, in excess of five months had elapsed since Hwang, on behalf of the Union, had initially requested information from Respondent; that Respondent's labor relations department had provided similar information to the Union, in the latter's desired format, two years earlier; that, according to Gibson and Chew,[56] a skilled, computer-trained budget analyst would have required no longer than an hour or two to retrieve the information, which the Union had requested, and in the Union's desired format, that, in my view, prior to the end of January, supervisor LaVerne had expanded no discernible effort to retrieve the requested information, and that counsel for Respondent concede LaVerne "should have acted more diligently."[57] The Board has determined that delays of two, three, and four months by this same Respondent in providing the APWU with requested information were unreasonable and violative of Section 8(a)(1) and (5) of the Act. Postal Service, 332 NLRB at 647-649. Nevertheless, counsel for Respondent argue that Hwang displayed a "lack of diligence," which "compounded" any problems arising from Respondent's own bureaucratic difficulties and inability to retrieve the requested information. As to this, counsel do not dispute that the burden was Respondent's to comply with the Union's information request, and, with regard to the period between October 8, 2002 and mid-March 2003, the record does not substantiate counsels' contention.. Thus, on, at least, three occasions subsequent to the Union's initial information request, Hwang spoke to LaVerne, asking when the information would be available to the Union, and, in January 2003, she wrote a letter, threatening to file a grievance unless Respondent furnished the requested information, submitted a second, updated information request for the same information, and filed a contractual grievance, regarding Respondent's asserted failure to furnish the requested information, which she pursued through the third step. In my view, based upon the foregoing and the record as a whole, one may hardly characterize Hwang's foregoing efforts, during the above time period, as demonstrating a lack of diligence.

However, counsels' contention, regarding the Union's asserted "inertia" subsequent to mid-March is more troubling. In this regard, by March 21, Hwang was certainly aware that the information, which was purportedly responsive to the Union's information requests, was available in Respondent's labor relations department office but waited over two months to inspect the documents. While counsel maintain that Hwang "chose to stand on ceremony" rather than act in a diligent manner, given the corroborative testimony of Respondent's own witnesses, including LaVerne, Dunmore, and Ward, I find that she, in fact, had been adhering to the parties' existing protocol, which was that a Union agent was not permitted to procure requested documents until Respondent presented the Union with a bill for any labor or copying charges and the latter paid the amount of the bill. Further, while Respondent contends that LaVerne presented Hwang with the required bill, General Counsel's Exhibits Nos. 15(a) and 15(b), on or about March 24, the evidence does not support this contention, and I

October 2002, and its failure to seek her aid in responding to Hwang's information request defies rational explanation.

[56] As was Gibson, Kim Chew impressed me as being an honest witness.

[57] As they must, Counsel for Respondent concede that the "dispute" and "tug of war" between LaVerne and Ward contributed to the delay herein.

reluctantly credit Hwang that, in fact, LaVerne failed to give her the bill until early May.[58] Thus, LaVerne's testimony was contradictory; he stated initially that he authorized the mailing of the bill to Hwang but, subsequently, that he hand-delivered it to her. Also, Nadine Ward corroborated Hwang, testifying that the information did not come to the labor relations department until "May" when "a big bundle came from the tour office" and accompanying it ". . . was my log and also the amount that needed to be paid in order for the Union to receive it." If Hwang did act less than expeditiously, and I believe she did, it was only subsequent to receiving General Counsel's Exhibits Nos. 15(a) and 15(b) when she admittedly permitted another two or three weeks to pass by before-- and, then, only after being prompted to do so by a Board agent-- visiting Respondent's labor relations department office in order to examine the almost 800 pages of weekly hours of work information, presumably responsive to the Union's information request.

Based upon the foregoing, I conclude that Respondent did, in fact, unreasonably delay[59] in providing the requested weekly hours of work information for pay period 13 of 2002 through pay period 12 of 2003, in the desired format, to the Union and that this delay encompassed the time periods October 8 2002 through the first week of May 2003[60] and from May 29 through June 19, 2003.[61] In this regard, the record evidence clearly establishes that, using a small degree of ingenuity and initiative and with a modicum of bureaucratic interference, Respondent clearly possessed the capability of retrieving-- and could have retrieved-- all the requested weekly hours of work information, which was easily accessible

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[58] If mailed, Respondent offered no proof of such. While the Union's conduct subsequent to March 24 was suspiciously similar to its conduct after July 1 when, rather than going to labor relations and paying for a large volume of documents for which it did not want to pay, Union officials chose to procrastinate. In the latter circumstance, Respondent was able to offer proof of mailing a bill to the Union. Such proof is lacking regarding General Counsel's Exhibits 15(a) and 15(b).

[59] Counsel for Respondent contend that ". . . by persisting to seek information that was irrelevant, Ms. Hwang needlessly complicated an already burdensome request, a complication that could have been avoided had [she] focused on what it was she wanted at an earlier date than June 19 . . . ." I find counsels' contention to be without merit. At the outset, I believe that Respondent's delay was caused by bureaucratic peevishness, its lack of ingenuity, and LaVerne's absolute inaction until compelled to act.. While LaVerne may have been bewildered by the scope of Hwang's information request, there is no record evidence to suggest that the portion of her request for the weekly hours of employees outside the Union's territorial jurisdiction was the cause of his inability to act. Rather, I believe that the source of his frustration was the labor relations department's refusal to assume responsibility for answering the information request and that, as a result, he did nothing. There is no evidentiary support for counsel's statement that the foregoing irrelevant material ". . . constituted the largest obstacle standing in [Respondent's] way of retrieving it."

[60] I include the time of the infamous computer virus within the period of unreasonable delay. While I believe Lelton Gibson acted without fault and cannot be held accountable for delay caused by the said virus infestation, the fact is the requested information should have been provided to the Union prior to any such computer problems. Therefore, that such occurred should not be viewed as an excuse for Respondent's unreasonable delay.

[61] Given the material was not in the desired format, I include the time period May 29 through June 19. Clearly, given Kim Chew's expertise and proximity to the labor relations department office, the information could have been provided to the Union earlier.

by computer, within no more than an hour or two, at any time after October 8, 2002 and that, until pressured into acting in late January or early February 2003, Mike LaVerne, the supervisor who was responsible for retrieving the requested information but who professed an inability to do so, expanded no discernible effort towards accomplishing his assignment of retrieving the information for the Union. Further, while Respondent finally provided some information to the Union on June 19, entirely as a result of its own lack of initiative and internal bureaucratic difficulties, the data produced was only partially responsive to the Union's two requests. In these circumstances, I believe that Respondent's unreasonable delay in providing the requested weekly hours of work information to the Union was patently violative of Section 8(a)(1) and (5) of the Act.[62] Id; Capitol Steel & Iron Co., 317 NLRB 809, 813 (1995).

Such a result is less certain regarding the complaint allegation that Respondent violated Section 8(a)(1) and (5) of the Act by failing and refusing to provide to the Union the weekly hours of work information for the pay periods commencing with pay period 21 of 2001 through pay period 12 of 2002. In my view, the gravamen of this allegation is, of course, that, despite being aware a significant portion of the information, which the Union had requested, had not been included within the material provided to the latter on June 19, Respondent thereafter never furnished the missing material to the Union. In this regard, based upon the candid testimony of Glenda Dunmore, I find that, subsequent to June 19, aware that data for the above pay periods was missing from the information provided to Cindy Hwang, Dunmore approached Ricky Lee, Respondent's TACS coordinator, with regard to compiling the missing information; that Lee reconstructed the missing hours information not in the requested format but, rather, in the form of clock rings; that, on July 25 while Lee was in the process of retrieving the information, Dunmore wrote to the Union, formally notifying it of the problem encountered by Kim Chew and of Respondent's continuing efforts to retrieve the missing information;[63] and that, on or about

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[62] Noting that, while the complaint does not allege that employees' weekly hours worked at any particular pay location were missing from the information supplied on June 19, Respondent may have failed to supply the Union with requested information for the ISC and post office window operations in San Francisco, counsel for the General Counsel requests that I make a finding that Respondent unlawfully failed and refused to provide the requested information to the Union. In this regard, she correctly states that an unalleged but fully litigated matter may support an unfair labor practice finding. In fact, the record discloses that, on June 19 upon inspecting the documents at the labor relations office, Hwang believed that employees' weekly hours of work information at several post office facilities was not included but was not certain if such should have been included; that she neither said anything to Nadine Ward nor wrote anything about this on the receipt for the documents; and that, not until the week before the resumption of the instant hearing on November 5, did Union president Williamson inform Hwang that the working hours for employees in pay locations at the ISC were missing from the documents. Thus, at no point on June 19 or after did Hwang or any other Union official alert Respondent that pay locations may have been missing from the documents provided on June 19; nor is there evidence that Respondent refused or deliberately failed to provide the information to the Union. The foregoing convinces me that the Union, in effect, sat on its hands for almost five months in order to perfect an unfair labor practice finding. As I believe it was incumbent upon the Union to have notified Respondent that portions of the requested information had not been provided, as counsel for the General Counsel was aware of the facts and never sought to amend the complaint at the hearing, and as I have discretion in this matter, I shall deny counsel's request and decline to make any finding as to Respondent's failure to provide additional information on June 19.

[63] There is no dispute that the Union received this letter.

July 1, after Lee completed his task of retrieving information for the missing pay periods and delivered it to the labor relations department, Dunmore drafted a letter to the Union, stating the information, pertaining to the missing pay periods, was available, "for pick up," at the labor relations office with the retrieval charge to the Union being $455.55 for approximately 2800 pages, and instructed Nadine Ward to mail it to Hwang at the Union's office. Further, I credit Ward, who clearly had not anticipated this line of questioning and seemed to be answering truthfully, that she prepared the letter, placed the Union's address on an envelope, and deposited the letter in a mailbox at the P&DC. Accordingly, I find that the testimony of Dunmore and Ward established a reputable presumption that Respondent's July 1, 2003 letter to Hwang was delivered to the Union's office and that the General Counsel's witnesses failed to rebut the presumption of receipt. E.B.Manning & Son, 281 NLRB 1124, 1126 (1986). On the latter point, having considered the record as a whole, including the demeanor of each as a witness, I believe the respective testimony of Hwang and Union president Williamson, that neither saw this letter, was utterly specious and also believe the Union's self-interest, including Respondent's expensive bill for the cost of the retrieval of the documents[64] and, perhaps, Hwang's and Williams' desire to preserve and perfect the instant unfair labor practice charge, clearly compelled their respective denials. Finally, there is no dispute that, not until October 31, only after having been prompted by counsel for the General Counsel that the missing pay period information was available for it at Respondent's counsel's office, did Hwang and Williamson make any effort to view the requested documents. Based upon the foregoing, contrary to the allegation of the complaint, I conclude that, at all times since July 1, 2003, the disputed information for pay periods 12 of 2001 through 21 of 2002 was available to the Union at Respondent's labor relations department office, that the Union intentionally failed to act upon Respondent's notice the information was available for it to take, and that, therefore, the complaint allegation is factually inaccurate.

Other than averring that the Union never received Dunmore's July 1, 2003 letter, counsel for the General Counsel failed to specifically address this complaint allegation in her post-hearing brief. However, she did point out that the information, which was made available on July 1, was in a different format than the documents, which had been provided on June 19, and notes the Board holds that, when an employer possesses information, which differs in scope and format than what has been requested by a labor organization, the employer is obligated to make some effort to "inform" the labor organization as to the scope and format of the retrieved information so that the latter may modify, if necessary, its information request. Postal Service, 276 NLRB 1282 (1985). Contrary to counsel, I believe that, while the information, which was compiled by Lee, may not have been in the format desired by the Union and Respondent may not have informed the Union of the difference, the latter, in fact, had been placed on notice that the format of the material did not comport with its desired format for the documents by Respondent's July 1 letter, in which Dunmore billed the Union for approximately 2700 pages of information-- an amount far in excess of what would have been provided in the Union's desired format.. Further, given Hwang's refusal to accept Respondent's proffer of documents on May 29 and her silence after July 1, assuming Respondent had informed the Union of the format of the documents, the inference is warranted that Hwang would not have modified her request. In these circumstances, including its approximate four-month delay in acting upon Respondent's offer until prompted to do so by counsel for the General Counsel, the Union officials' abject failure, at least, to have examined the documents may be characterized as reprehensible,

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[64] Such was, of course, one excuse offered by Hwang for her failure, in early May, to examine the information, which was in the labor relations office, after receiving Respondent's bill for preparation expenses.

certainly complicating and, perhaps, prolonging the litigation of this matter, and I do not think that the policies and purposes of the Act would be furthered by finding a violation of Section 8(a)(1) and (5) of the Act. Go-Mart, Inc., 318 NLRB 1101 (1995). For the foregoing reasons, I shall recommend that paragraph 9(a) of the instant complaint be dismissed.

CONCLUSIONS OF LAW

The Board has jurisdiction over Respondent and this matter by virtue of Section 1209 of the PRA.

1. At all times material herein, the APWU and the Union have been labor organizations within the meaning of Section 2(5) of the Act, and the Union has been an agent of the APWU within the meaning of Section 2(13) of the Act.

2. At all times material herein, the APWU has been the exclusive representative, within the meaning of Section 9(a) of the Act, for Respondent's clerks, including distribution clerks, motor vehicle operators, and automotive mechanics, who are classified as either full time regular, part-time employees assigned to regular schedules, and part-time employees assigned to flexible schedules, and excluding all other employees, managerial and professional employees, guards, and supervisors.

3. By unreasonably delaying the furnishing of certain necessary and relevant information, pertaining to the weekly hours of work of all part-time flexible clerks and casual employees, who are working at Respondent's facilities within its territorial jurisdiction, which had been requested by the Union, Respondent engaged in acts and conduct violative of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

THE REMEDY

I have found that Respondent engaged in a serious unfair labor practice, within the meaning of Section 8(a)(1) and (5) of the Act, by unreasonably delaying the furnishing of certain information, which had been requested by the Union. Therefore, in order to effectuate the purposes and policies of the Act, I shall recommend that Respondent be ordered to cease and desist from engaging in such conduct and to post a notice, informing its employees of certain commitments, pertaining to its unfair labor practice.[65]

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended:[66]

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[65] Counsel for the General Counsel's request for so-called "special remedies" is denied. While it is true that the Union has not received the requested information for pay periods 21 of 2001 through 12 of 2002 in the desired format, it would not effectuate the purposes and policies of the Act to reward its procrastination in viewing the documents, which were available for it since July 1. In any event, Union president Williamson admitted that, with more effort, the information, which the Union obtained on October 31, is adequate for the Union's purposes.

[66] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

ORDER

The Respondent, United States Postal Service, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

(a) Refusing to bargain with the APWU and the Union by unreasonably delaying in providing necessary and relevant information, pertaining to the weekly hours of work for all PTF clerks and casual employees, who are working at Respondent's facilities within the Union's territorial jurisdiction, which had been requested by the Union.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days after service by the Region, post at each of its facilities, within the territorial jurisdiction of the Union, copies of the attached notice marked "Appendix."[67] Copies of the notice, on forms provided by the Regional Director for Region 20, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Notify the Regional Director for Region 20, in writing, within 20 days from the date of this Order what steps the Respondent has taken to comply.

IT IS FURTHER ORDERED that, insofar as the complaint alleges that Respondent unlawfully failed and refused to provide necessary and relevant information to the Union, the complaint is hereby dismissed.

Dated: June 9, 2004

_____
Burton Litvack
Administrative Law Judge

[67] If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT refuse to bargain with American Postal Workers Union, AFL-CIO or its San Francisco Local, herein called the Union, by unreasonably delaying in providing necessary and relevant information, concerning the weekly hours of all PTF clerks and casual employees, who are working at our facilities within the Union's territorial jurisdiction, which had been requested by the Union.

WE WILL NOT, in any like or related manner, restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

United States Postal Service
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

901 Market Street, Suite 400, San Francisco, CA 94103-1735
(415) 356-5130, Hours: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (415) 356-5139.